

## RESIDENT AGREEMENT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by  
and between \_\_\_\_\_, hereinafter referred to as  
the "Facility", and \_\_\_\_\_,  
hereinafter referred to as the "Resident."

WHEREAS, the Facility is licensed as an Assisted Living Facility by the Virginia Department of Social Services in accordance with Chapters 17 and 18 of Title 63.2 of the Code of Virginia to provide maintenance or care to aged, infirm or disabled adults, and the Resident is desirous of residing in the Facility; NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The Facility has the following accommodations, services and care available. Any related changes are indicated.
  
  
  
  
  
  
  
  
  
  
2. The Resident agrees to the following financial arrangements for accommodations, services and care.
  - (a) The amount to be paid; frequency of payments; rules relating to nonpayment. (Specify)
  
  
  
  
  
  
  
  - (b) The amount and purpose of an advance payment or deposit payment and the refund policy for such payment. (Specify)
  
  
  
  
  
  
  
  - (c) The policy with respect to increases in charges and the length of time for advance notice of intent to increase charges. (Specify)

- (d) The ownership of any personal property, real estate, money or financial investments that is to be transferred to the Facility upon admission of the Resident or at some future date. (Specify what is being transferred to the Facility and the date of transfer.)
- (e) The refund policy to apply when transfer of ownership, closing of facility, or resident transfer or discharge occurs. (Specify)

3. The Facility agrees to provide a monthly statement or itemized receipt of the Resident's account.

The Facility agrees that the monthly statement or itemized receipt will contain an itemized list of any charges made and any payments received during the previous calendar month and will show the balance due or any credits for overpayment on the Resident's account.

4. The Facility agrees that if the Resident delegates the management of personal funds to the Facility, the following apply:
- (a) The Resident's funds shall be held separately from any other monies of the Facility. The Resident's funds shall not be borrowed, used as assets of the Facility, or used for purposes of personal interest by the licensee/operator, administrator, or Facility staff.
  - (b) If the Facility's accumulated Residents' funds are maintained in a single interest-bearing account, the Resident shall receive interest proportionate to his average monthly account balance. The Facility may deduct a reasonable cost for administration of the account. (Specify cost)
  - (c) If any personal funds are held by the Facility for safekeeping on behalf of the Resident, a written accounting of money received and disbursed, showing a current balance, shall be maintained. The Resident's funds and the accounting of the funds shall be made available to the Resident or the personal representative or both upon request.

5. The Resident agrees to abide by the following requirements:

- (a) Rules regarding the Resident's conduct and other restrictions or special conditions. (Specify)
- (b) Requirement for advance notice before the Resident moves from the facility. (Specify)

6. The Resident agrees that the following actions, circumstances, or conditions would result or might result in his discharge from the facility:
7. The Resident acknowledges that:
- (a) He has reviewed a copy of § 63.2-1808 of the Code of Virginia, Rights and Responsibilities of Residents of Assisted Living Facilities and the provisions of this statute have been explained to him.
  - (b) He or his personal representative has reviewed and had explained to him the Facility's policies and procedures for implementing § 63.2-1808 of the Code of Virginia.
  - (c) He has been informed of the policy regarding weapons on the premises of the Facility.
  - (d) He has been informed of the bed hold policy in case of temporary transfer, if the facility has such a policy.

In witness whereof the parties have caused this agreement to be executed by their official signatures thereunder duly authorized.

Licensee or Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Resident: \_\_\_\_\_ Date: \_\_\_\_\_

Personal Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Address and Telephone Number of Regional Licensing Office:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***A signed copy is to be provided to the Resident and any personal representative  
and is to be retained in the Resident's record.***